



Cowra Shire Council
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 Cowra NSW 2794

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Aquatic Centre Application for use

Organisation: _____

Address: _____

Contact Details:

Name: _____

Position: _____

Telephone Number (day time): _____

Fax Number: _____

Office Use:

COWRA SHIRE COUNCIL	
DATE: _____	
Doc No: _____	
File No: _____	
Ack Letter: Y N	
Referred to:	
Action	Info

Area required: _____

Number of lanes required (if applicable): _____

Date(s) of Activity: _____

Start and Finish Times: _____

Expected number of attendees: _____

Details of the activity to be carried out:

Swimming Pool – Hire of Pool for Special Events

Organisations may apply for exclusive hire the Cowra Aquatic Centre (pool) for special events (in accordance with the rate set in Council’s Revenue Policy) by making written application to Council. Alternatively, normal entry fees will apply. The current rate for hire of the pool for special events may be obtained by contacting Council on 6340 2150.

Swimming Coaching, Aqua Aerobics Classes

Are you applying to use the pool to conduct private swimming coaching or aquatic classes for the public (where a fee is being charged to participants)? Yes

Use of the pool for this purpose carries an annual fee (in accordance with Council’s Revenue Policy) payable upon receipt of Council’s invoice (with the exception of the Cowra Swimming Club). The current rate for hire of the pool for the purposes of conducting private classes may be obtained by contacting Council on 6340 2150.

Please note that by completing and lodging this Application you are acknowledging and agreeing to the attached Terms and Conditions, which form part of and govern the conditions of use of the Aquatic Centre. Applications will not be accepted unless they are accompanied by a current Public Liability Insurance Policy which complies with the Council’s terms and conditions.

I hereby acknowledge that I am duly authorised by the Organisation to complete this Application and to accept the Terms and Conditions of Hire and Use for and on behalf of the Organisation, and I confirm that I have read and understand the contents of this Application.

Signature: _____ Print Name: _____

Position in Organisation: _____

Date: _____

If you have any enquiries regarding this application, please contact Council on 6340 2000.

Applications may be returned by fax on 6340 2151, or in person at the Cowra Aquatic Centre.

Office Use Only
Date received:
Expiry date of PLP:
Officer:

TERMS AND CONDITIONS OF HIRE AND USE

'Organisation' for the purpose of this Application shall mean the club, association, league, federation, society, team or other person or body to which the use of the facility specified in this Application is granted by the Council.

'Council' means the Cowra Shire Council.

'Aquatic Centre' means the facility allocated by the Council and includes the pool, lanes, grounds, dressing pavilion and all fixtures, fittings, structures and facilities on or at the facility specified in the Application.

1. The Organisation will pay the fees and charges invoiced by the Council upon receipt of the Council's invoice (with the exception of daily entries fees which are payable at time of entry).
2. The Council reserves the right to suspend the use of the facility by the Organisation if it considers that the facility is not suitable for use or may be unduly damaged by use, in which circumstances Council will refund any fees/charges paid prior to the suspension of use of the facility, but in all other respects the Organisation shall have no claim against the Council for any loss or inconvenience resulting from any such suspension.
3. The Organisation must, before using the facility or undertaking any activity whatsoever at the facility, ensure that the Sportsground/Park is in a proper and safe condition for use and take all steps necessary to protect the risk of injury to users occurring. The inspection to be undertaken by the Organisation must take place before any activity occurs and the inspection includes, but is not limited to, all structures and other facilities.
5. The Organisation is responsible for any damage done to the property of the Council which occurs whilst the facility is hired to the Organisation and the Organisation must pay to the Council such costs as are required for the repair of the damage.
6. The Organisation is responsible for the collection of rubbish and for rubbish to be deposited in approved bins (if present) at the facility so that the facility is left in a clean and tidy condition at the completion of each day of use. If the Council considers that the facility has not been left in a satisfactory condition, the Organisation will pay for the cleaning costs in accordance with the Council's revenue policy.
7. The Organisation must comply with the requirements of all Acts and Regulations applying in the State of New South Wales and with the lawful requirements of the Council and of any other Authority in any way affecting or applicable to the hiring of the facility and will compensate the Council for any loss or damage suffered by the Council by any non-compliance of such Acts, Regulations or other lawful requirements.
8. The Organisation will indemnify and keep indemnified the Council and its servants and agents from and against all actions, claims and suits or demands brought, maintained or made against them by any person or body of persons arising out of any act or omission of the Organisation, its servants or agents. The Organisation's liability to indemnify the Council under this clause shall be reduced proportionally to the extent that any unlawful or negligent act or omission of the Council or its servants or agents contributed to the relevant claim, suit or demand.
9. The Organisation must, at its own cost, take out public liability insurance, providing for indemnity with respect to each and every claim in an amount not less than \$10million to cover any injury, loss or damage caused to any person or property (including the facility) arising out of the negligence of the Organisation or the Council or its servants or agents during the period of this hire or use by the Organisation. The Organisation must provide to the Council a copy of the insurance policy taken out at the time of lodgement of the Application. The Organisation must maintain that insurance for the period referred to in the Application.
10. Application to use Council's facilities must be made at least 2 weeks prior to the dates required.
11. Please note that approval for use of the Cowra Aquatic Centre does not guarantee exclusive use of the facility (unless the facility is hired in accordance with Council's Revenue Policy). Council reserves the right to approve multiple bookings of the pool in the interest of accommodating all users during periods of high demand.
12. Council reserves the right to approve special events (including, but not limited to School Carnivals) as a priority over the regular bookings